

December 24, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: HOLLYLYNN FORD, CPPB
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS560-Trucks_Vans
2009 Model Year or Later, Trucks & Vans

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for an eleven (11) month period from January 1, 2009 through November 30, 2009. Each contract may be renewed for one (1) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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Hertrich Fleet Services
1427 Bay Rd
Milford, DE 19963
Contact: Russ Evans
Phone: 302-422-3300
Fax: 302-424-5286
Email: revans@hertrichfleet.com
Federal E.I.#: 51-0381749

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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A vehicle may not be driven more than 200 miles from the awarded vendor's place of business to the ordering agency for inspection and receipt, or the vehicle shall not be accepted. A waiver can be requested through Government Support Services on special vehicles which require delivery to sub-contractors. If the awarded vendor uses a towing device to tow another vehicle to the inspection, the towing device may not be attached in a way that holes are drilled in the bumpers of the vehicles being towed. Drilling of holes in the vehicle bumpers is not permitted. Any bumper with damage caused by a towing device will be replaced by the awarded vendor at no charge to the State. If a vehicle is being towed by another vehicle, the vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage.

6. PRICING:

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Prices will remain firm for the term of the contract year.

SPECIFICATION A - HYBRID SUV		No Bid
SPECIFICATION B - 4x4 MID-SIZE UTILITY WAGON		
	DODGE NITRO	\$19,625
	WARRANTY	3/36 basic
SPECIFICATION C - 4X4 FULL SIZE UTILITY WAGON		
	JEEP GRAND CHEROKEE	\$24,221
PACKAGE #2	TOWING MIRRORS	Mfg Std
	WARRANTY	3/36 basic
SPECIFICATION D - COMPACT PICKUP TRUCK		
	FORD RANGER	\$11,887
PACKAGE #2	CREW CAB	1325
PACKAGE #3	TOW PACKAGE-CAPABLE OF 4,000 LBS.	Mfg Std
	WARRANTY	6/60 pwrtrn
SPECIFICATION E - 1/2 TON PICKUP		
	FORD F150	\$15,286
PACKAGE #1	REGULAR CAB - SHORT BED - 4 WHEEL DRIVE	2592
PACKAGE #2	REGULAR CAB - LONG BED - 2 WHEEL DRIVE	0
PACKAGE #3	REGULAR CAB - LONG BED - 4 WHEEL DRIVE	2855
PACKAGE #4	EXTENDED CAB - SHORT BED - 2 WHEEL DRIVE	2586
PACKAGE #5	EXTENDED CAB - SHORT BED - 4 WHEEL DRIVE	5466
PACKAGE #6	EXTENDED CAB - LONG BED - 2 WHEEL DRIVE	4001
PACKAGE #7	EXTENDED CAB - LONG BED - 4 WHEEL DRIVE	6881
PACKAGE #8	CREW CAB (4 DOOR) - SHORT BED - 2 WHEEL DRIVE	5233
PACKAGE #9	CREW CAB (4 DOOR) - SHORT BED - 4 WHEEL DRIVE	7681
PACKAGE #10	CREW CAB (4 DOOR) - LONG BED - 2 WHEEL DRIVE	N/A
PACKAGE #11	CREW CAB (4 DOOR) - LONG BED - 4 WHEEL DRIVE	N/A
PACKAGE #12	TRAILER TOW MIRRORS	116
PACKAGE #13	ELECTRIC BRAKE CONTROLLER	191
PACKAGE #14	DISTANCE MEASURING EQUIPMENT	636
PACKAGE #15	LIMITED SLIP/ANTI SPIN DIFFERENTIAL	249
PACKAGE #16	POWER WINDOWS/POWER LOCKS/POWER MIRROR	660
PACKAGE #17	TOWING MIRRORS	116
	WARRANTY	6/60 pwrtrn

SPECIFICATION F - 3/4 TON PICKUP		
	FORD F250	\$16,256
PACKAGE #2	REGULAR CAB - LONG BED - 4 WHEEL DRIVE	2588
PACKAGE #3	EXTENDED CAB - 6' MIN SHORT BED - 2 WHEEL DRIVE	2048
PACKAGE #4	EXTENDED CAB - 6' MIN SHORT BED - 4 WHEEL DRIVE	5041
PACKAGE #5	EXTENDED CAB - 8' MIN LONG BED - 2 WHEEL DRIVE	2218
PACKAGE #6	EXTENDED CAB - 8' MIN LONG BED - 4 WHEEL DRIVE	5206
PACKAGE #7	CREW CAB (4 DOOR) - 6' MIN SHORT BED - 2WD	2632
PACKAGE #8	CREW CAB (4 DOOR) - 6' MIN SHORT BED - 4WD	5220
PACKAGE #9	CREW CAB (4 DOOR) - 8' MIN LONG BED - 2WD	2801
PACKAGE #10	CREW CAB (4 DOOR) - 8' MIN LONG BED - 4WD	5390
PACKAGE #11	LIMITED SLIP/ANTI SPIN DIFFERENTIAL	249
PACKAGE #12	DISTANCE MEASURING EQUIPMENT	636
PACKAGE #13	TRAILER TOW MIRRORS	Mfg Std
PACKAGE #14	ELECTRIC BRAKE CONTROLLER	191
PACKAGE #15	DIESEL ENGINE	5723
PACKAGE #16	LADDER RACK/CAB GUARD	925
PACKAGE #17	SNOW PLOW PACKAGE SEE APPENDIX A	4655
PACKAGE #18	ALL TERRAIN BLACK SIDEWALL TIRES	266
PACKAGE #19	POWER WINDOW/LOCKS/MIRRORS	681
	WARRANTY	6/60 pwrtrn
SPECIFICATION G - 1 TON PICKUP		
	FORD F350	\$16,294
PACKAGE #2	REGULAR CAB - LONG BED - 4 WHEEL DRIVE	2384
PACKAGE #3	EXTENDED CAB - 8' MIN LONG BED - 2 WHEEL DRIVE	2397
PACKAGE #4	EXTENDED CAB - 8' MIN LONG BED - 4 WHEEL DRIVE	4989
PACKAGE #5	CREW CAB (4 DOOR) - 6' MIN SHORT BED - 2WD	2806
PACKAGE #6	CREW CAB (4 DOOR) - 6' MIN SHORT BED - 4WD	5294
PACKAGE #7	CREW CAB (4 DOOR) - 8' MIN LONG BED - 2WD	2980
PACKAGE #8	CREW CAB (4 DOOR) - 8' MIN LONG BED - 4WD	5364
PACKAGE #9	DUAL REAR WHEELS	831
PACKAGE #10	LIMITED SLIP/ANTI SPIN DIFFERENTIAL	249
PACKAGE #11	DISTANCE MEASURING EQUIPMENT	636
PACKAGE #12	TRAILER TOW MIRRORS	Mfg Std
PACKAGE #13	ELECTRIC BRAKE CONTROLLER	191
PACKAGE #14	DIESEL ENGINE	5723
PACKAGE #15	LADDER RACK/CAB GUARD	925
PACKAGE #16	SNOW PLOW PACKAGE SEE APPENDIX A	4655
PACKAGE #17	ALL TERRAIN BLACK SIDEWALL TIRES	125
PACKAGE #18	POWER WINDOW/LOCKS/MIRRORS	826
	WARRANTY	6/60pwrtrn

SPECIFICATION H - 3/4 TON VAN		
	FORD E250	\$16,554
PACKAGE #1	LADDER RACK/CAB GUARD	255
PACKAGE #2	EXTENDED LENGTH BODY	1779
PACKAGE #3	STEEL BULKHEAD W/LOCKABLE DOOR	516
PACKAGE #4	RACKS & BINS PACKAGE	No Charge
PACKAGE #5	FULL LENGTH VINYL FLOORING	54
PACKAGE #6	SECOND ROW SEAT	1013
PACKAGE #7	BACK UP ALARM	30
	WARRANTY	6/60 pwrtrn
SPECIFICATION I - 8 PASSENGER VAN		
	FORD E150	\$17,579
PACKAGE #1	CLOTH SEATS/CARPET FLOORS	946
PACKAGE #2	REAR WINDOW DEFROST	Not Available
PACKAGE #3	CRUISE CONTROL	199
PACKAGE #4	BACK UP ALARM	266
PACKAGE #5	TOWING MIRRORS	Mfg Std
	WARRANTY	6/60 pwrtrn
SPECIFICATION J - 15 PASSENGER VAN		
	FORD E350	\$21,276
PACKAGE #1	CLOTH SEATS/CARPET FLOORS	946
PACKAGE #2	RUNNING BOARDS	266
PACKAGE #3	REAR WINDOW DEFROST	Not Available
PACKAGE #4	BACK UP ALARM	30
PACKAGE #5	CLASS III TOW PACKAGE	237
PACKAGE #6	TOWING MIRRORS	Mfg Std
	Warranty	6/60 pwrtrn
SPECIFICATION K - 3/4 TON CHASSIS CAB		
	FORD F350	\$18,168
PACKAGE # 1	EXTENDED CAB	1993
PACKAGE # 2	CREW CAB	2436
PACKAGE # 3	DIESEL ENGINE	5723
PACKAGE # 4	ON/OFF ROAD REAR TIRES	Not Available
PACKAGE # 5	TRAILER TOW PKG W/ELECTRIC BRAKE CONTROLLER	191
PACKAGE # 6	DIAGNOSTIC CD	177
	Warranty	6/60 pwrtrn

SPECIFICATION L - 1 TON CHASSIS CAB		
	FORD F350	\$17,958
PACKAGE # 1	EXTENDED CAB	2792
PACKAGE # 2	CREW CAB	3293
PACKAGE # 3	DIESEL ENGINE	5432
PACKAGE # 4	ON/OFF ROAD REAR TIRES	Not Available
PACKAGE # 5	TRAILER TOW PKG W/ELECTRIC BRAKE CONTROLLER	191
PACKAGE # 6	DIAGNOSTIC CD	177
	WARRANTY	6/60 pwrtrn
SPECIFICATION M - WHEELCHAIR VAN		
	DODGE CARAVAN	\$40,910
	WARRANTY	3/36 pwrtrn
SPECIFICATION N - 3/4 RAISED ROOF VAN		
	FORD E350	\$20,370
PACKAGE #1	WHEEL CHAIR LIFT	22758
PACKAGE #2	RAISED ROOF W/BUS DOORS	20248
PACKAGE #3	RAISED ROOF W/LIFT AND COT FASTENER SYSTEM	21232
	Warranty	6/60 pwrtrn

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

This contract is issued to cover the truck and van requirements for the State of Delaware.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. LATER MODEL YEAR VEHICLE OFFERS:

The State will consider any offer(s) made by awarded vendors to identical later model year vehicles beyond 2009 of the same make, model and options at the same, or lower basic vehicle pricing. However, the State reserves the right to reject any such offer(s).

17. CERTIFICATE OF ORIGIN:

The following documents must be included with each vehicle at time of delivery:

- A. The Certificate of Origin
- B. Title Application
- C. Odometer Mileage Certification

18. OPTIONAL TEMPORARY TAGS:

When requested by individual agencies on their purchase order, each vehicle must be delivered with a minimum twenty (20) day temporary tag, the cost of which may be charged to the ordering agency.